

# **Kenmore Farmers Market (KFM) 2023 Rules and Regulations**

## **Mission Statement:**

**To help build community, support downtown and small businesses. To improve health and food justice through improving access to fresh produce.**

The Kenmore Farmers Market is overseen by a Market Manager and is supported by the City of Kenmore.

**Location:** Downtown Kenmore

**Address:** NE 181st St between 67th Ave NE and 68th Ave NE and in the Town Square

**Dates:** Wednesdays, June 7 through August 30, 2023

**Hours:** 3:00 PM to 7:00 PM

## **I. PRODUCT POLICIES AND GUIDELINES**

### **A. Farm Products**

The KFM strives to provide a marketplace where fresh, locally grown and produced products are sold. All products must be grown, raised produced or gathered by the vendor in Washington State, according to Washington State Farmers Market Association (WSFMA) guidelines. Farmers planning to bring resale items, must follow the resale rules listed on page 4. Seafood must originate from the greater Pacific Northwest (WA, OR, AK or British Columbia, Canada). Vendors will be required to verify fish origination. On occasion, to provide particular types of products not otherwise available, or in sufficient quantities to the Market, the Market may allow resale of product(s) not grown by the vendor. Microgreens must be labeled and the product washed before consumption.

### **B. Food Sampling**

Unless otherwise approved in accordance with this section, vendors are not allowed to offer samples to the general public at the Market. Only approved and accepted vendors are allowed to offer samples on-site. Sampling is subject to State and County COVID restrictions.

All prepared food vendors and others wishing to offer samples must be approved by the King County Public Health Department.

Vendors who wish to offer samples of food or food products, including microgreens, to customers, must contact the Market Manager and show satisfactory proof of compliance with requirements of the Seattle & King County Department of Public Health, if any, and with the applicable requirements of other agencies regulating such activity. Per the Seattle & King County Department of Health, all vendors planning to sample must:

- Have a hand-washing station approved by the Health Department in their booth
- Pre-wash any fresh fruit/vegetables samples
- Protect food samples from contamination
- Provide single use utensils to handle food sample. For example: toothpick, compostable fork/spoon, bakery paper
- Use either disposable gloves, scoops, tongs, or bakery paper to handle samples. Bare hand contact with food is not allowed
- Be able to wash cutting implements during market. Cutting implements must be cleaned with soap, running water, and paper towels as required by applicable health regulations.

### **C. Processed Foods**

The Market accepts certain value-added items which are grown and/or made by the vendor such as baked goods, preserves, cheese, sausage, and smoked meats or fish. All processed foods must be labeled with the product name, ingredients, net weight, price, vendor's name, and business address. Vendors must meet State and King County requirements for food handling and processing and provide the Market Manager with copies of all permits. Vendors offering samples of their products must contact the Market Manager and comply with all KFM food sampling guidelines.

#### **D. Prepared Foods**

Ready to Eat or Prepared Foods Vendors and their menus must be approved by the Market Manager. Prior to selling at the Market, all prepared food vendors must show appropriate Washington State Department of Health Certification to the Market Manager. Vendors must meet State and King County requirements. Permits must be displayed in public view during Market hours. All prepared food processor trailers must also comply with applicable Health Department Regulations.

#### **E. Non-Profits**

Non-Profits must provide proof of non-profit status. Non-profits are allowed on a space available basis, with no more than one non-profit booth set up per week. Non-profits are limited to one stall space and are not allowed to give away or sell items that may conflict with other participating vendor sales. Any products a non-profit wishes to give away must be pre-approved by the Market Manager.

#### **F. Crafters**

All products are handmade by seller in the State of Washington. Craft items must be approved by the Market Manager before being accepted. While the Kenmore Farmers Market is a food focused market, crafters will be limited to 1-2 vendors per market day and each vendor may be limited to 1 market day over the season, based on space availability.

### **II. VENDOR SELECTION**

Vendors are selected annually by the Market Manager. Agricultural vendors will be given priority over other vendors. Selection will be based on quality and compatibility with the existing market mix, as well as with vendor performance. No vendor has the right to automatically return from season to season. The Market generally does not offer exclusive rights to vendors to sell any one product. However, if the Manager believes the number of vendors offering the same or similar products is excessive, vendors offering duplicate products may be denied entry. All selected vendors must complete and sign a vendor application and pay the annual registration fee prior to selling at the market. Selected vendors also must provide proof of business insurance and appropriate permits prior to the Vendor participating in the market.

As a member of the Washington State Farmers Market Association (WSFMA) the KFM does not allow the following vendors to sell at the Market. In all cases, these items are restricted from being sold in a WSFMA Market because the products are either not produced, processed, or created in Washington State by the vendor; or funding, marketing, or other assistance given to vendors comes from a source separate from the vendor. However, vendors who are not allowed to sell at WSFMA Markets may be allowed to sponsor market events/activities, provided they are not selling or taking orders to sell.

- No Commercial or imported items at the Market
- No second-hand items
- No franchises
- No non-owner operated businesses. Only those businesses that are operated and controlled by their Washington State-based, or border states-based owners are permitted at WSFMA Markets
- No out-of-state processing: All processed products sold at WSFMA Markets must be processed within Washington State or the border states of Oregon or Idaho.

### **III. FEES, SALES REPORTING, and PAYMENT**

#### **A. Fees**

Participating vendors will pay a one-time registration fee of \$25 upon acceptance to the market.

#### **Booth Fees:**

If a vendor prepays for their booth fees for the season (**all participating market days**) when registering, the booth fee is \$35 per market day. Payment must be received by May 26 to receive discounted pricing. Checks may be made out to: City of Kenmore and dropped off at or mailed to City Hall, Attn: Special Events, 18120 68<sup>th</sup> Ave NE Kenmore, WA 98028.

If a vendor pays weekly when attending, the booth fee is \$40 per week. If paying weekly, vendor must pay booth fee at City Hall (18120 68<sup>th</sup> Ave NE Kenmore) **before 2:30 PM** on the Market day. Payments methods include: cash, check or credit card (credit card payments incur a 3% fee), a receipt will be given after payment which will need to be shown to the Market Manager to conduct business for the day.

Non-Profit vendors: Upon receiving acceptance to participate in the market, non-profits will pay a one-time fee of \$20.

#### **B. Reporting Sales**

**Vendors agree to report daily sales to the Market Manager at the end of each market day.** We are collecting vendor sale information in order to accurately show the value of the market for the community and vendors, so that the market will continue for future years. We appreciate your cooperation in promptly reporting daily sales at the end of each market day to market staff.

#### **C. Cancellations**

Vendors who cannot attend on a Market Day must submit written notice to the Market Manager by 11:00 a.m. on the Monday prior to the Market. More than two (2) non-appearances may result in loss of assigned space privileges, and the City will not issue a refund for the non-appearance dates. **The City will issue a full refund for the vendor booth fee only if a cancellation is made two weeks prior to the market day.**

After final review of weekly market day lineup, the Market Manager must notify vendors by Monday at 5pm if there are any changes or cancellations to the previously published schedule.

#### **D. Force Majeure**

Any delay or change of the Market dates shall be excused. If Wednesday's Market is prevented, delayed, or otherwise hindered by any act not within the control of the City such as fire, cyber/ransomware attack, earthquake, flood, explosion, actions of the elements, riots, mob violence, strikes, pandemic, lockouts, and emergency orders of the state or federal government, the stall fees shall be refunded and/or credited toward a future Market date.

### **IV. LICENSE, PERMITS, TAXES, AND INSURANCE REQUIREMENTS**

#### **A. Unified Business Identifier (UBI) Number**

The Washington State Department of Revenue requires the KFM to verify vendors are registered to do business in the State of Washington. Unless a vendor is exempt by law, the vendor must supply the Market with a state UBI number.

#### **B. Permits and Taxes**

Vendors are responsible for obtaining all necessary permits, inspections (food, agricultural & nursery plants), and paying their own taxes.

#### **C. Insurance Requirements**

All vendors are required to provide proof of Commercial General Liability and Product Liability Insurance with limits no less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate. **The Kenmore Farmers Market is not responsible for any loss or damage incurred or caused by Vendor.**

A copy of the Certificate of Insurance, and endorsement naming the Kenmore Farmers Market and City of Kenmore as a noncontributing additional insured, shall be provided to the Market before the contract is finalized. The Market reserves the right to request certified copies of any required insurance policies. Market Vendor's insurance shall be primary insurance with respect to the Market and City and any payment of deductible or self-insured retention shall be the sole responsibility of Market Vendor.

Market Vendor shall provide the Market with written notice to any policy cancellation or alterations, within two business days of their receipt of such notice.

Failure on the part of Market Vendor to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the Market may immediately terminate this Agreement in part or its entirety.

#### **D. Reseller License and Cash Buyer License**

**Resellers:** If a farm product is not produced by the vendor, the vendor may be considered a reseller

- Resellers are sellers of crops that cannot be grown reliably or not offered for sale in sufficient quality by Farmers selling at the Market, as determined by the Market Manager
- Resellers are expected to be the only stop between grower and consumer. The product must be directly purchased from grower located in WA State.
- Resellers must obtain either a Cash Buyer's License or a Dealer's License, as determined by the WSFMA and the WA State Department of Agriculture.
- Resellers may also sell produce they grow themselves on their property.
- Reselling can only occur after vendor receives pre-approval from Market Manager. If approved, the vendor is limited to reselling only the specific crops that were approved.
- Vendor must provide clear signage for produce being resold, specifying the farm where the produce was grown.

Resellers must obtain a Cash Buyer License to vend at the KFM as determined by the Washington State Department of Agriculture. Any person who purchases agricultural products for re-sale must be licensed each year as a commission merchant, dealer, or cash buyer by the Washington State Department of Agriculture Commission Merchants Program.

A Cash Buyer License is required for anyone who 1) buys produce for the purpose of reselling and 2) pays cash at the time of taking possession. A Cash Buyer License costs \$135 per year.

A Produce Dealer License is similar to a Cash Buyer License. It is required for anyone who 1) buys produce for the purpose of reselling and 2) pays the grower by personal check or buys on credit. A Produce Dealer License is \$605 and the licensee must be bonded for \$10,000.

**E. City Marks.** Vendors will not use any trade name, trademark, service mark, or logo of the City of Kenmore (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.

#### **V. SET-UP and TAKE-DOWN**

**Prior to setting up, all vendors must check in with the Market Manager, or designated representative. Vendors may set up beginning at 1:00 PM.** Vendors should unload promptly, and then move their vehicle to approved, free designated parking area before setting up their stall. At 7:00 PM, vendors will cease selling and promptly take down their stall space. **Vendors must not leave their stall area to retrieve their vehicle until their stall is completely taken down, after 7 PM.**

Vendors may not tear down their stall early and must stay in their stall space until the end of the Market day. If needed, the Market Manager or assigned market volunteer will relieve vendor for a break during market hours. If vendor sells out early, post a "sold out" sign and notify the Market Manager.

##### **A. Stall Space/Location**

Each vendor will be assigned a 10x10 stall space by the Market Manager.

**Vendors will provide their own tables, chairs, canopies, signs, canopy weights, and other desired display materials in accordance with Market regulations.** The vendor sales area must not extend beyond the allotted boundaries of the stall space unless preapproved by the Market Manager. Display and selling techniques must not impair other vendors' ability to sell nor create a hazardous situation for customers.

##### **B. Punctuality**

All vendors must be at their stall 30 minutes prior to the opening of the market. Unless prior arrangements have been made with the Market Manager, stalls will not be held for an assigned vendor who does not show up at the designated time. All vehicles must be off the Market site 30 minutes prior to the opening of the Market.

##### **C. Canopies/Umbrellas**

Canopies or other booth covers are required to be flame retardant and must have weights sufficient to keep the covering in place. Canopy weights must be in place from setup to takedown. Each tent leg or umbrella must be securely weighted

down with 25 or more pounds of weight in order to sell at the Market. Any damage incurred by a vendor due to insufficient weights will be at that vendor's expense.

Vendors without adequate canopy weights will not be allowed to set up their canopy that day. If possible, they will be able to set up their tables in their tent space to participate in the market that day.

#### **D. Safety**

Tables must have smooth edges, remain stable when loaded with product, and have legs locked firmly into place. Canopies must be tied down and weighted. All vendors utilizing heat must have certified fire extinguishers in their booth. Prepared food vendors are permitted to use only gas/propane/electrical cooking equipment. No charcoal briquettes are allowed.

#### **E. Electricity and Generators**

Electrical power is not available for vendors. Vendors are solely responsible for any injuries that may arise as a result of generators or power sources. Vendors shall defend, indemnify, and hold harmless the City, its agents, employees, volunteers, and officials, from all causes of action, demands and claims, including the cost of their defense, arising as a result of personal injuries, bodily injuries, representatives, concessionaires of the event, or any other person or entity, except for liability caused due to the sole negligence of the City.

To be mindful of noise to other vendors and patrons, generators must produce a noise level of less than 70 decibels.

#### **F. Stall Clean Up/Trash Removal**

Vendors are required to maintain their stall space in a clean, safe, and sanitary manner, including protecting the pavement from drips and spills before, during and after market. This includes picking up any trash or garbage that is generated in or around their booth and sweeping up any product debris left on the ground. Vendors should bring their own brooms and dustpans.

### **VI. BOOTH MERCHANDISING, REQUIREMENTS AND CERTIFICATIONS**

**Easily visible signs, well organized product display and easy access for customers to products all help to increase sales.** Market Manager may visit vendor stalls during the market to make suggestions with the aim to enhance the appearance. We thank you in advance for your willingness to cooperate with us and consider making changes.

#### **A. Signage**

Each vendor must prominently display a sign clearly identifying the farm or business by name and location. Signs, including those indicating the names and prices of all products sold must be displayed and include the following to reflect 'locally grown' products in accordance with KFM Regulations.

- Product name
- Grown at (farm name if applicable)
- City and State where product was grown
- Price per pound

Failure to comply with signage requirements set forth in this document may result in the offending vendor being denied the opportunity to participate in the KFM. If a vendor wishes to return to the Market, they must show proof of adequate signage as described above and communicate a confirmation of the KFM with the Market Manager.

Products labeled "organic" or verbally referred to as "organic" must be certified as required by Washington State law. Farmers selling both organic and conventionally grown produce at the same stand must physically separate the produce. Vendors cannot label produce as "unsprayed", "pesticide free" or "low spray".

Failure to comply with this requirement will result in the offending vendor being denied the opportunity to sell said products at the KFM.

#### **B. Pricing**

Pricing of goods is the sole responsibility of the vendor. The Market Manager does not have the authority to set prices. However, below-cost pricing is highly discouraged. Vendors are required to provide all means for transactions. Management will not have means to provide assistance for cash or credit. This will be solely the vendor's responsibility.

### **C. Health Practices and Permits**

All vendors must adhere to sanitary procedures as outlined by the Seattle-King County Department of Public Health. **All Prepared Food Vendors as well as Food Processors must have appropriate permits and approval from either the Department of Public Health or Department of Agriculture.**

All vendors must dress appropriately, shoes and shirts are required. Pets are not allowed in the food preparation area. Smoking is not permitted in the Market area or within 50 feet of the Market. Alcohol consumption or the consumption of any federally illegal substance is prohibited. Failure to comply with this requirement will result in the offending vendor being denied the opportunity to participate in the KFM.

### **D. Weights, Measures and Labeling**

All weighing and measuring instruments must be accurate and registered as legal for trade. Scales should be inspected annually and be certified by the Washington State Department of Agriculture's Weights and Measures division. Scales must be placed in full view and be readable by customers at all times. Pre-packaged products must be labeled with the quantity and/or amount.

### **E. Plastic Bags**

Washington State plastic bag ban became effective October 1, 2021. All single-use plastic carryout bags are banned at the Kenmore Farmers Market.

Vendors may charge a \$0.08 fee for paper or reusable carryout bags made of thick film plastic.

Vendors must provide a receipt to the customer if requested, for the \$0.08 fee as a line item on the receipt.

Vendors should report the \$0.08 fees as revenue on their B&O taxes.

### **F. Single-Use Plastics**

Food service business are only to give customers disposable service ware upon request, including plastic utensils, straws, condiment packages, and cup lids for cold beverages.

### **G. Children**

Vendors need to always keep a watchful eye on their children. The Market is not responsible for the safety or whereabouts of a vendor's child. Children under the age of ten years should not wander the Market unaccompanied.

## **VII. ANTI-HARASSMENT/DISCRIMINATION POLICY**

It is the City's policy to provide a work environment for its vendors and staff which is harmonious and free from intimidation and harassment. The City is committed to ensuring that the practices and the conduct of all its vendors and staff comply with the requirements of federal and state laws against employment discrimination. The City expects all vendors and staff to work in a manner that respects the feelings and dignity of their co-vendors. It is the policy of the City that all vendors and staff have a right to work in an environment free from harassment based upon their race, color, religion, gender, national origin, age, marital status, sexual orientations, veteran's status, presence of a disability or presence of another protected status or characteristic.

Vendors or staff who, in good faith, report legitimate workplace harassment will not be subjected to any form of retaliation. Any vendor or staff responsible for any retaliatory conduct will be removed from the Market.

## **VIII. CODE OF CONDUCT**

The purpose of our Code of Conduct is to promote a pleasant atmosphere of cooperation and support at the Kenmore Farmers Market and to assure a safe and friendly environment.

Participating vendors and visitors shall conduct themselves in a manner which will maintain a safe, pleasant, considerate, and friendly atmosphere.

**Procedures for resolving violations of code of conduct:**

1. Staff shall advise the person that their behavior is a violation of the Code of Conduct.
2. When appropriate, staff will refer the person to resources or agencies or contact the person's family for assistance.
3. Farmers Market participants/volunteers/staff should report any violations of the Code of Conduct to the Market Manager or staff if the Manager is not available.
4. The person violating the code of conduct may be asked to leave the Market site if the conduct does not stop.
5. Public safety officials may be called if the above procedures fail to halt the disruptive behavior.
6. Temporary or permanent exclusion from the Farmers Market is permitted for the Code of Conduct violations. Length of exclusion will be determined by severity of offense and if offense is repeated or habitual.
7. A written report of any verbal or written warning and exclusion shall be prepared by the Farmers Market Manager and a copy forwarded to the City Manager Department.

**Appeal of any decision**

An appeal of any decision may be made in writing to the Assistant City Manager for review. Such appeal shall be filed with the City Clerk within 10 calendar days of the Assistant City Manager's decision. The City Manager's decision is final and not appealable.

**IX. GRIEVANCE POLICY**

The Market Manager has the right to impose disciplinary action at the Market on-site for violations of the KFM Rules and Regulations by vendors. **For the purposes hereof, discipline means restrictions on vendor participation in the KFM for violations of the KFM Rules and Regulations.** Disciplinary decisions of the Market Manager shall be delivered to the affected vendor(s) in person on-site, or via phone call, email, video, or letter before the next Market day. Additional follow up, if applicable as determined by the Market Manager may be delivered to the vendor off-site via phone call, email, video, or a letter mailed to the affected vendor(s) at their mailing address as set forth on their application. Vendors who are aggrieved by a disciplinary decision of the Market Manager shall have a right to request review of the decision by the City Manager Department regarding any disciplinary action imposed on them. Such vendor must submit a written request for review of the decision by the Assistant City Manager by delivering the written request to the Market Manager within ten (10) days of receipt of the disciplinary decision.

The Market Manager however has the authority to take immediate action to expel a vendor from the KFM, when deemed by the Market Manager to be necessary for preservation of public safety. **In the event of a public safety concern, the Market Manager shall advise the offending vendor of the concern and shall demand the vendor cease the activity resulting in the public safety concern.** If the vendor does not immediately cease such offending conduct, the Market Manager shall instruct the vendor to immediately leave with their produce, products, equipment, and property in a timely manner. If the vendor fails to remove such produce, products, equipment, and property, the KFM shall have all property of vendor removed from the premises at the vendor's expense. In the event of any damage to vendor's property if/when removed by the Market following the failure of the vendor to so remove such property, the vendor relieves and discharges KFM from any/all loss or damage caused by such removal. The KFM shall not be responsible for storage or safekeeping of property removed or left at the KFM site. Vendors having a dispute/conflict with the Market may at any time, file a written grievance to the City Manager Department. The KFM is a forum for the sale of locally grown produce and the sale of locally made products. Any interference with such uses is prohibited.